

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

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In re:

MMR VENTURES, LLC,

Debtor.

Chapter 11

Case No. 12-71614(REG)

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**STIPULATION FOR THE ALLOWANCE OF ADMINISTRATIVE CLAIM ASSERTED BY
SYSCO FOOD SERVICES OF METRO NEW YORK, LLC PURSUANT TO
SECTION 503(b)(9) OF THE BANKRUPTCY CODE**

This Stipulation (the “Stipulation”) is entered into by and between MMR Ventures, LLC, above-captioned debtor and debtor-in-possession (the “Debtor”) and Sysco Food Services of Metro New York, LLC (“Sysco”) (hereinafter the Debtor and Sysco shall be referred to as the “Parties”).

RECITALS

WHEREAS, on March 19, 2012 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of New York (the “Bankruptcy Court”).

WHEREAS, prior to the Petition Date, Sysco sold and delivered food products (the “Goods”) to the Debtor, and the Debtor purchased and received the Goods within the twenty (20) days prior to the Petition Date in the ordinary course of the Debtor’s business.

WHEREAS, Sysco has provided the Debtor with proof, including invoices establishing the value of the Goods and the date of delivery of the Goods, that it has an administrative expense claim pursuant to § 503(b)(9) of the Bankruptcy Code in the amount of \$27,903.10 (the “Claim”) on account of the Goods received by the Debtor in the twenty (20) days prior to the Petition Date in the ordinary course of business.

WHEREAS, the Debtor acknowledges that the Claim should be granted administrative expense status pursuant to § 503(b)(9) of the Bankruptcy Code and the Parties desire to resolve the Claim as set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and other valuable consideration, the receipt of which is hereby acknowledged, it is stipulated and agreed by and between the Parties, as follows:

1. The Claim is allowed as an administrative priority claim pursuant to § 503(b)(9) of the Bankruptcy Code in the amount of \$27,903.10 (the “Allowed Administrative Claim”).
2. The Allowed Administrative Claim shall be paid by the Debtor within five (5) days of this Stipulation.
3. Nothing contained herein shall impact Sysco’s general unsecured claim against the Debtor’s estate nor shall it impact Sysco’s ability to collect such general unsecured claim against any personal guarantor of the Debtor’s obligation.
4. Nothing contained herein shall impact the Debtor’s ability to object to Sysco’s general unsecured claim against the Debtor’s estate.
5. The Bankruptcy Court shall retain exclusive jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation.
6. This Stipulation may be executed in multiple counterparts, any of which may be transmitted by facsimile, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. No modification, cancellation, discharge or waiver of, or with respect to, any provision of this Stipulation, or consent to any departure from any of the terms or conditions hereof, shall in any event be effective unless it shall be in writing and signed by the Parties hereto.

8. This Stipulation constitutes the entire agreement between the Debtor and Sysco concerning the subject matter hereof and supersedes any prior understandings, agreements or representations by or among the Debtor and Sysco, written or oral, to the extent they relate in any way to the subject matter hereof.

Dated: May ____, 2012

Sysco Food Services of Metro New York, LLC
By its Counsel,
Norris, McLaughlin & Marcus, PA

MMR Ventures, LLC, Debtor
By its Counsel,
Lawrence Morrison, Esq.

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